

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the City of El Paso and the Institute for Policy and Economic Development at the University of Texas at El Paso for the Institute to conduct a police satisfaction and criminal victimization survey for the Police Department.

ADOPTED this 13th day of July 2004.

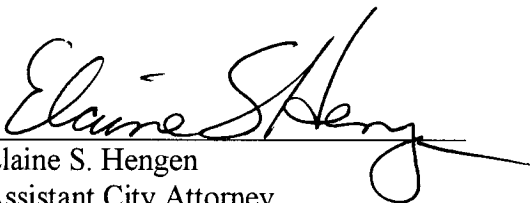
THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Elaine S. Hengen
Assistant City Attorney

THE STATE OF TEXAS

COUNTY OF EL PASO

**INTERLOCAL AGREEMENT FOR THE
INSTITUTE FOR POLICY AND ECONOMIC DEVELOPMENT AT
THE UNIVERSITY OF TEXAS AT EL PASO
TO CONDUCT A POLICE SATISFACTION AND VICTIMIZATION SURVEY**

This Memorandum of Understanding ("Agreement") Interlocal agreement is entered into pursuant to the Interlocal Cooperation Contracts, Texas Government Code, Chapter 791 and is entered into, among the City of El Paso, (hereinafter City), and the Institute for Policy and Economic Development at the University of Texas at El Paso (hereinafter the Institute).

WITNESSETH:

WHEREAS, El Paso City, will provide the Institute a police satisfaction and victimization survey to analyze police satisfaction and criminal victimization utilizing a random sample of no less than 400 citizens in the City of El Paso.

WHEREAS, Texas Government Code, Chapter 791 authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and,

WHEREAS, such a consolidated effort would assist the governmental function of public health and welfare.

NOW, THEREFORE, it is mutually agreed as follows:

I. PURPOSE OF THE AGREEMENT: The purpose of the agreement is for the establishment and operation of a partnership among the parties to this Agreement to provide the City and the El Paso Police Department with data and analysis regarding citizen satisfaction with police services and criminal victimization.

II. EFFECTIVE DATE OF AGREEMENT: This agreement shall be effective upon the signatures of the parties.

III. DUTIES OF THE INSTITUTE FOR POLICY AND ECONOMIC DEVELOPMENT AT THE UNIVERSITY OF TEXAS AT EL PASO:

The Institute for Policy and Economic Development at the University of Texas at El Paso is a public policy and economic development institute that conducts data collection, research and analysis for the Paso del Norte Region, West Texas, and the U.S. Mexican border regions. The Institute will:

A. Telephonically administer a police satisfaction and criminal victimization survey to residents selected at random in the City. No less than 400 surveys must be completed.

B. Collect, research, and analyze the sample data utilizing scientific research designs and methodologies.

C. Provide the City and the El Paso Police Department data and analysis of the survey within 90 days of the completion of the survey.

IV. DUTIES OF THE CITY OF EL PASO—EL PASO POLICE DEPARTMENT:

The City and the El Paso Police Department is proactively seeking to improve its relationship with the citizens of the City. Data scientifically collected, researched, and analyzed will provide the leadership of the City and the El Paso Police Department with vital information regarding satisfaction with police services and trends in criminal victimization. The El Paso Police Department will:

A. Provide the Institute with the questions for the survey.

B. Pay the amount of \$1,500.00 to the Institute for the services provided under this agreement within 30 days after the date the agreement is signed.

V. AGREEMENT:

This document expresses the entire Agreement among the parties and shall not be amended or modified except by written instrument signed by all the parties to this agreement.

A. NON-DISCRIMINATION AND EQUAL OPPORTUNITY:

All parties to this Agreement certify that they will comply with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

B. INFORMATION SHARING:

The entities agree to comply with all applicable laws with regard to the creation, maintenance, storage and dissemination of records and/or information generated, collected or gathered in connection with this Agreement.

VI. IMMUNITY:

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by Texas Law and/or Federal Law.

VII. TERMINATION:

This agreement shall terminate upon the completion by the Institute of the duties under paragraph III C. Either party may terminate this agreement for non-performance after written notice has been provided to the non-performing party and the non-performing has failed to cure such non-performance within 30 days of receiving written notice.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

Dated this 13th day of July 2004.

CITY OF EL PASO

ATTEST:

Joe Wardy, Mayor


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:




Elaine S. Hengen
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Wiles, Interim Chief
El Paso Police Department



Dennis Soden, Ph.D., Executive Director
Institute for Policy and Economic Development
The University of Texas at El Paso